

B. ISOLATION AND ACCLIMATIZATION OF ANIMALS.

1. Member will completely isolate all Animals in a clean facility, physically separate from other swine for at least 30 days from delivery, will follow the recommendations of a licensed veterinarian for isolation and for release of Animals after the isolation period, and will not begin acclimatization procedures for 30 days after delivery. Triumph encourages Member to test Animals, at Member's expense, for pathogens or disease which are of concern to Member while Animals are in isolation. Member agrees and understands that Triumph will not have any duty to credit Member for Animals due to the presence of infectious agents.

2. Member will acclimatize Animals in a separate facility alongside existing stock for at least 30 days after isolation, and will follow the recommendations of a licensed veterinarian for the release of Animals from isolation and acclimatization.

C. WARRANTIES OF MEMBER. Member makes the following warranties to Triumph:

1. Member will use the Animals and Semen purchased under these Conditions of Sale and any semen collected from AI Boars only with respect to the development or maintenance of the Triumph Pig.

2. Member will not use, sell or transfer the Animals or Semen purchased under these Conditions of Sale or any semen collected from AI Boars except in accordance with the terms and provisions of the Triumph Genetic Supply Member Agreement.

3. Member will use, sell, license or transfer the progeny of Animals or Semen purchased under these Conditions of Sale only in accordance with the terms of the Triumph Genetic Supply Member Agreement.

D. CREDITS AND PROCEDURES.

1. In case of a complaint, Member must call Triumph within 48 hours of delivery, stating delivery date, invoice number, pig tag and/or ear tattoo number and/or batch number, and the exact nature of the complaint. If any Animal does not meet the warranties set out in these Conditions of Sale, Triumph may authorize slaughter following notification and/or may issue a credit for the invoiced cost of the Animal less slaughter value.

2. Triumph will issue credits on Animals and Semen that do not meet the warranties set out in these Conditions of Sale only if the complaint is received within 48 hours after delivery of such Animals or Semen. Triumph will not issue credit for Semen or for structurally unsound Animals, dead Animals, or any slaughtered Animals unless the complaint process described above has been followed. Credits will be offset against any debt owed by Member, and any balance will be credited to Member's account.

E. LIMITATION OF LIABILITY. While Triumph acts in accordance with good breeding practices to insure that Animals and Semen are free from infectious agents, the price payable for Animals and Semen reflects that Triumph will have no liability for risk of loss of or damage to Animals or Semen from and after delivery to Member. Except as otherwise set forth in the Agreement or these Conditions of Sale, Triumph's liability for losses due to infectious agents, whether transmitted by or through semen or otherwise, or due to advice and information given by Triumph, whether oral or written, or due to Triumph's breach of these Conditions of Sale, or due to any other cause in respect of any Animals or Semen will be limited to the credit procedure in the manner provided in Section D (Credits and Procedures)